

1 (April 28, 1997)

2 **Increased Or Decreased Quantities**

3 Section 1-04.6 is deleted in its entirety and replaced by the following:

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5 Payment to the Contractor will be made only for the actual quantities of work  
6 performed and accepted in conformance with the contract. When the accepted  
7 quantities of work vary from the original bid quantities, payment will be at the unit  
8 contract prices for accepted work unless the total quantity of any contract item,  
9 using the original bid quantity, increases or decreases by more than 25 percent.  
10 Any allowance for an increase in quantity shall apply only to that portion in excess  
11 of 125 percent of original contract item quantity, or in case of a decrease below 75  
12 percent, to the actual amount of work performed as follows:

13  
14 1. Increased Quantities

15 Either party to the contract will be entitled to an equitable adjustment for  
16 that portion of the actual quantity in excess of 125 percent of the original  
17 bid quantity.

18  
19 2. Decreased Quantities

20 Either party to the contract will be entitled to an equitable adjustment if  
21 the actual quantity of work performed is less than 75 percent of the  
22 original bid quantity.

23  
24 3. Adjustment Limits

25 The equitable adjustment for increased or decreased quantities will be  
26 determined in accordance with Section 1-09.4 except as limited by the  
27 following provisions:

- 28  
29 a. No payment for loss of anticipated profits will be allowed because of  
30 any decrease from the estimated quantities shown in the proposal  
31 form, Contract Provisions, and Contract Plans.  
32  
33 b. The equitable adjustment for the decreased quantity will only apply  
34 to the actual amount of work performed. The total payment for the  
35 item will be limited to not more than 75 percent of the amount  
36 originally bid for the item.  
37  
38 c. No payment will be made for extended or unabsorbed home office  
39 over-head and field overhead expenses to the extent that there is  
40 an unbalanced allocation of such expenses among the contract bid  
41 items.  
42  
43 d. No payment for consequential damages will be allowed because of  
44 any variance in quantities from those originally shown in the  
45 proposal form, Contract Provisions, and Contract Plans.

46  
47 When ordered by the Engineer, the Contractor shall proceed with the work  
48 pending determination of the cost of time adjustments for the change.

49  
50 The Contracting Agency will not adjust for increases or decreases if the  
51 Contracting Agency has entered the amount for the item in the proposal form only  
52 to provide a common basis for bidders.